



26 Geo. II - c. 22 -

An ACT to Enable Evelyn Chadwicke, Esquire, and his Wife, and their Issue, to make Building-Leases of Part of his Settled Estate in the Parishes of Saint James, Westminster, and Saint Martin in the Fields, in the County of Middlesex.

WHEREAS by Indentures of Lease and Release, bearing Date, respectively, the Second and Third Days of July in the Year of our Lord One thousand Seven hundred and Forty, the Release being Tripartite, and made, or mentioned to be made, between *Elizabeth Fowler*, of *Feltham*, in the County of *Middlesex*, Spinster (one of the Two Daughters and Co-heirs of *Edward Fowler*, late of *London*, Citizen and Fishmonger), of the First Part; *Evelyn Chadwicke*, of *Nottingham*, in the County of *Nottingham*, Esquire, of the Second Part; and *William Humphris*, of the *Poultry*, *London*, Woollen-Draper, and *William Love*, of *Cheapside*, Linen-Draper, of the Third Part; in Consideration of a Marriage then intended, and which soon after took Effect, between the said *Evelyn Chadwicke* and *Elizabeth Fowler* (now *Elizabeth Chadwicke*); and for other Considerations in the said Indenture Tripartite expressed; she the said *Elizabeth Fowler*, with the Privy and Consent of the said *Evelyn Chadwicke*, did grant, release, and confirm, unto the said *William Humphris* and *William Love*, and their Heirs (amongst other Hereditaments therein mentioned and described), all those several Messuages or Tenements, being in Number Twenty-one, situate, standing, or being, in *James-street*, *Brewer-street*, and *Golden-square*, in the Parishes of *Saint James*, *Westminster*, and *Saint Martin in the Fields*, in the said County of *Middlesex*, and then or late in the several Tenures or Occupations of *John Salt*, *John Higgins*, *Roger Lewis*, *Mr. Pyrade*, *Mrs. Lloyde*, *John Reeves*, *Mary Parker*, *John Woodwin*, *Thomas Outwayte*, *Thomas Squibb*, *William Phillips*, and *Thomas Barnard*, their Under-tenants or Assigns; and all Buildings, Stables, Outhouses, Yards, Gardens, Backsides, Ways, Easements, Privileges, Advantages, Emoluments, Hereditaments, and Appurtenances, to the said several Messuages or Tenements belonging or appertaining; and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits, of the said Premises; To hold unto the said *William Humphris* and *William Love*, and their Heirs, To the several Uses therein mentioned; that is to say, To the Use of the said *Elizabeth Fowler*, and her Heirs, until the said intended Marriage should be solemnized; and from and after the Solemnization thereof, To the Use of the said *Evelyn Chadwicke*, and his Assigns, for his Life, without Impeachment of Waste; Remainder to the Use of the said *William*

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Humphris

Humpbris and *William Love*, and their Heirs, during the Life of the said *Evelyn Chadwicke*, in Trust, to preserve the contingent Remainders; and, after the Decease of the said *Evelyn Chadwicke*, To the Use of the said *Elizabeth Fowler*, now *Elizabeth Chadwicke*, and her Assigns, for her natural Life, without Impeachment of Waste; and, from and after the Determination of that Estate, To the Use and Behoof of the said *William Humpbris* and *William Love*, and their Heirs, during the Life of the said *Elizabeth Chadwicke*, in Trust, to preserve contingent Remainders; and, from and after the several Deaths of the said *Evelyn Chadwicke* and *Elizabeth Chadwicke*, To the Use of the First and every other Sons of the Body of the said *Evelyn Chadwicke* on the Body of the said *Elizabeth Chadwicke* to be begotten, and to the Heirs of their Bodies successively; and, for want of such Issue, To the Use and Behoof of all and every the Daughters of the said *Evelyn Chadwicke* on the Body of the said *Elizabeth Chadwicke* to be begotten, equally to be divided between them, and to the respective Heirs of the respective Bodies of such Daughters, lawfully issuing, to take as Tenants in common, and not as Joint-tenants; and in Default of such Issue, To the Use and Behoof of the Survivor of them the said *Evelyn Chadwicke* and *Elizabeth Chadwicke*, and the Heirs and Assigns of such Survivor, as by the said Indentures of Lease and Release, relation being thereunto had, may more fully, and at large, appear:

And whereas the said *Evelyn Chadwicke* hath Issue, by the said *Elizabeth* his Wife, *James Mansfield Chadwicke* his only Son, and Three Daughters; that is to say, *Evelyn Chadwicke*, *Elizabeth Chadwicke*, and *Georgiana Chadwicke*, all Infants, under the Age of Twenty-one Years:

And whereas great many of the said Messuages and Buildings are by Length of Time very much decayed, and require to be rebuilt, or substantially repaired; and others of them will in course, and from time to time, decay, and become ruinous, and want to be rebuilt and repaired respectively, in order that the said Estate may be preserved for, and produce some Benefit and Income to, the said *Evelyn Chadwicke*, and *Elizabeth* his Wife, and their Issue claiming under the said Settlement: But there is no Power given in the said Settlement, for any Person to make such Leases of the said Houses, or any of them, as may give Encouragement to any Person to build, repair, and improve, the same; and as the said *Evelyn Chadwicke*, and *Elizabeth* his Wife, under the Limitations of the said Settlement, are not qualified and enabled to make and execute any such Leases, the said Estate cannot be properly improved, or necessarily supported, without the Aid and Authority of an Act of Parliament:

Therefore Your Majesty's most dutiful and loyal Subjects the said *Evelyn Chadwicke*, and *Elizabeth Chadwicke* his Wife, for themselves, and on behalf of their infant Children,

Do most humbly beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Evelyn Chadwicke*, and *Elizabeth* his Wife, and the Sons and Daughters between them Two begotten, or to be begotten, when and as they respectively shall be in Possession of the Premises, in the County of *Middlesex*, by virtue of, or under, the Limitations of the said recited Settlement, by Indenture or Indentures, under his, her, and their Hand and Seal, and Hands and Seals respectively, to demise, lease, or grant, all or any of the Messuages, Houses, Parcels of Land and Ground, Tenements, and Hereditaments, herein before-mentioned to be situate, lying, and being, in the said Parishes of *Saint James*, *Westminster*, and *Saint Martin in the Fields*, in the said County of *Middlesex*, or any Part or Parts thereof respectively, unto any Person or Persons, for any Term or Number of Years, not exceeding Sixty-one Years; to take effect, either in Possession,

session, or immediately after the Determination of the present subsisting Leases thereof respectively; so as such Demises, Leases, or Grants, respectively, be made, in order for the Premises to be built upon, rebuilt, or otherwise lastingly repaired and improved, respectively; and so as in every such Lease or Leases, so to be made, there be reserved and made payable Quarterly, or Half-yearly, during the Continuance of the Terms thereby to be granted, the best and most improved yearly Ground-Rent or Rents, that, at the time of the making such Leases respectively, can be reasonably had or gotten for the same, without taking any Sum of Money or other thing, by way of Fine, Income, or Foregift; and so as the respective Lessees, to whom such Leases shall be made, execute Counterparts thereof, and enter into proper Covenants to build, and keep in Repair, the Messuages, Erections, and Buildings, intended or agreed to be new-built and erected upon the Ground and Premises thereby to be leased respectively; and also substantially to repair and improve the other Messuages and Buildings now built, and agreed or intended to be repaired only, and to leave, surrender, and yield up, the same Houses and Buildings, respectively, in good and sufficient Repair, at the End of the Term or Terms in such Leases respectively to be granted; and so as in every such Lease or Leases there be contained proper Conditions of Re-entry for Non-payment of the Rent or Rents thereby respectively to be reserved; and such other Clauses, Conditions, Provisoos, Covenants, and Agreements, as are usual and requisite in Cases of the like Nature; and so as, in case any of the Persons hereby authorized and impowered to make such Leases shall, at the time of making of such Leases respectively, be under the Age of Twenty-one Years, the Consent of the Guardian or Guardians of every such Person respectively be had and obtained, to be signified by such Guardian or Guardians signing and sealing such Lease and Leases respectively.

And it is hereby Enacted and Declared, That all and every Lease and Leases so to be made of the Premises by virtue, and in pursuance, of this Act, shall be as good, valid, binding, and effectual in the Law, to all Intents and Purposes, as if the Person and Persons executing the same was or were respectively seised of the Premises in and by such Leases respectively to be granted and demised, in Fee-simple in Possession, and of the full Age of Twenty-one Years.

And it is hereby Enacted and Declared, That the Rent or Rents to be reserved on every such Lease and Leases, to be made in pursuance of this Act, shall belong, and go and enure, unto and for the Benefit of the Person or Persons, who, for the Time being, by virtue of the Limitations contained in the said recited Marriage-Settlement, shall be intitled to receive the same; any thing herein contained to the contrary thereof in any-wise notwithstanding.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his her, and their Heirs, Successors, Executors, and Administrators (Other than and except the said *Evelyn Chadwicke*, and *Elizabeth Chadwicke* his Wife, and their respective Heirs, and all and every the Sons and Daughters of the Body of the said *Evelyn Chadwicke* on the Body of the said *Elizabeth* his Wife begotten, or to be begotten, and the Heirs of the Body and Bodies of such Son and Sons, and the Heirs of the Body and Bodies of such Daughter and Daughters, respectively, and the Trustees in the said recited Settlement named to preserve the contingent Remainders thereby limited, and their Heirs, and all and every other Person or Persons claiming, or to claim, by virtue of, or under, the said recited Settlement), All such Estate, Right, Title, Interest, Claims, and Demands, of, in, to, or out of, the Premises to be leased by virtue of this Act, as they, every or any of them, had before the making this present Act, or could or might have had, held, or enjoyed, in case the same had never been made.

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